



**CITY OF BROOKHAVEN  
INVITATION TO BID NUMBER 16-036  
Tree Cutting Services**

The City of Brookhaven is accepting sealed bids from qualified firms for the purpose of selecting a qualified company or contractor for City of Brookhaven Tree Cutting Services. **Sealed bids will be received at 2:00 P.M. EST, March 3, 2016** in the City of Brookhaven Purchasing Division, 4362 Peachtree Road, Brookhaven, Georgia, 30319 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Division will not be accepted.

**Bids shall be presented in a sealed opaque envelope with the bid number and name (ITB 16-036) City of Brookhaven Tree Cutting Services clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND TWO (2) COPIES OF THE BID MUST BE SUBMITTED.**

All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Bid packages are available by visiting the city web site [purchasing@brookhavenga.gov](mailto:purchasing@brookhavenga.gov)

The City of Brookhaven reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Brookhaven.

Communications regarding this bid should be directed to [purchasing@brookhavenga.gov](mailto:purchasing@brookhavenga.gov). Please do not contact any other employee, city official or contractor regarding this procurement. Your bid will be deemed non-responsive.

**Due: March 3, 2016 at 2:00 p.m. Eastern in hard copy only.  
Electronic submissions via e-mail or fax will not be accepted**

All questions should be directed in writing to the City of Brookhaven Purchasing Division, by February 19, 2016, close of business.

[purchasing@brookhavenga.gov](mailto:purchasing@brookhavenga.gov)

Submit your Bid to:

City of Brookhaven  
Purchasing Division  
4362 Peachtree Road  
Brookhaven, GA 30319

## BID LETTER AND CERTIFICATION

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### **(FAILURE TO INCLUDE THIS SIGNED BID LETTER AND BID CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR BID.)**

We propose to furnish and deliver any and all of the deliverables and services named in the attached 15-036 Tree Cutting Services the City of Brookhaven for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Division, City of Brookhaven, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Brookhaven ("City").

It is understood and agreed that we have read the City's specifications shown or referenced in the ITB and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this ITB. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred eighty (180) days from proposal opening date.

### **PROPOSAL SIGNATURE AND CERTIFICATION**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Offeror Name Here: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

## Project Overview

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The City of Brookhaven Council, the governing authority of City of Brookhaven, Georgia (“the City”), through its Recreation & Parks Department, Community Development and Environmental Public Works Department, requests sealed bids to The City of Brookhaven for Tree Cutting Services. The City reserves the right to select three to five vendors to provide the services outlined within the scope of work of this Invitation to Bid. All project will involve our Arborist on staff.

## Single Point of Contact

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From the date this Invitation to Bid (the “ITB”) is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff (other than designee below) or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Buyer:	Tyra Little
Address:	4362 Peachtree Road Brookhaven, GA 30075
Telephone Number:	770-594-6449
E-mail Address:	<a href="mailto:purchasing@brookhavenga.gov">purchasing@brookhavenga.gov</a>

## Pre-bid Conference

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There is no pre-bid conference scheduled for this procurement.

## Offeror’s Certification

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**Understanding of Specifications and Requirements:** By submitting a response to this ITB, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this ITB.

**Offeror’s Signature:** All signatures required in the bid on behalf on an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the bid. The Offeror’s signature on a bid in response to this ITB guarantees that the prices quoted have been established without collusion and without effort to preclude the City of Brookhaven from obtaining the best possible supply or service. Proof of authority of the person signing the ITB response must be furnished upon request.

**Offer in Effect for 180 Days:** A bid may not be corrected, withdrawn, or canceled by the Offeror for a 180 day period following the deadline for bid submission.

## Cost of Preparing a Bid

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**Brookhaven is Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this ITB and any subsequent presentations of the bid as requested by the City of Brookhaven are entirely the responsibility of the Offeror. The City of Brookhaven is not liable for any expense incurred by the Offeror in the preparation and presentation of their bid.

**All Timely Submitted Materials Become Brookhaven's Property:** All materials submitted in response to this ITB become the property of the City of Brookhaven and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Brookhaven and Offeror resulting from this ITB process.

## **Receipt of Bids and Public Inspection**

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**Public Information:** During the opening of sealed bids, the Offeror's name, bid amount, and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each bid offer is considered open record and all information received in response to this ITB, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after bid opening with the following four (4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Brookhaven; (3) any company financial information requested by the City of Brookhaven to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

**Buyer's Review of Bids:** Upon opening the sealed bids received in response to this ITB, the Buyer in charge of the solicitation will review the bids and separate out any information that meets the referenced exceptions in the previous paragraph above, providing the following conditions have been met:

Confidential information is clearly marked and separated from the rest of the bid;

Bid does not contain confidential material in the cost/price section; and

An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each bid containing trade secrets.

Information separated out under this process will be available for review only by Buyer, the Finance Director, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party

## **Classification and Evaluation of Bids**

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**Initial Classification of Bids as Responsive or Nonresponsive:** All bids will initially be classified as either "responsive" or "nonresponsive". Bids may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the ITB; or the bid is not within the plans and specifications described and required in the ITB. Bids found nonresponsive may not be considered further.

**Determination of Responsibility:** The Buyer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing and made a part of the procurement file.

**Evaluation of Bids:** During the evaluation of the bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary for a complete evaluation of bid responses.

Award will be made to the responsive and responsible Offeror whose bid is most economical according to designated criteria. The determination of the lowest responsive and responsible Offeror may involve all or some of the following factors:

Price	Experience
Conformity to specifications	Delivery promise
Previous performance	Terms of payment
Facilities/Equipment	Compatibility as required
Availability of repair parts	Other Cost

The City shall be the judge of the factors and will make the award in the best interest of the City.

### Scope of Project/Specifications

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**Objective:** To provide all supervision, labor, tools, equipment, and services to perform tree cutting and removal in the City of Brookhaven.

**Contractor Responsibilities:** The contractor shall ensure their capacity to perform work under this contract regardless of obligations elsewhere. If necessary the contractor shall staff a qualified ISA arborist if the jobsite requires it. All contractor services and employees shall perform quality work according to the professional, ethical, and business standards of the industry and to the satisfaction of the City of Brookhaven. Contractor shall guarantee all work be done in accordance with the American National Standards Institute (ANSI) A300 and Z.133.1. It is the responsibility of the contractor to implement safeguards to eliminate accidents, down time and mistakes, while facilitating quality workmanship in adherence to all local state and federal laws as applicable.

**Emergency Work:** Shall be defined as unforeseen combination of circumstances or the resulting state that calls for immediate action, a response is required within one (1) hour of receiving the notice such as the following:

- a) Timber debris from storm damages which caused or may cause utility disruption
- b) Threat of damage to buildings, vehicle or other property.
- c) Obstruction of roadway.
- d) Threat of safety or security to employee(s) or citizen(s) on City of Brookhaven property.
- e) When an aerial lift device contacts an electrical conductor, the truck supporting the aerial lift shall be considered as energized, and contact with the truck shall be avoided except where emergency rescues are being carried out. Emergency rescues should only be attempted by properly trained persons familiar with electrical hazards.

**Licenses, Permits, and Fees:** The vendor shall pay for all licenses, permits, and if necessary inspection fees required for this project and will comply with all laws, ordinances, regulations, and building code requirements applicable to the work completed. Damages, penalties and/or fines imposed on the City or the vendor for failure to obtain required licenses, permits, inspection fees, or inspections shall be accepted by the vendor.

### Work Hours

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Normal work hours are Monday through Friday between the hours of 8 a.m. to 5 p.m. with the exception of those dates recognized by the City of Brookhaven as holidays or directed by a City of Brookhaven representative.

Services performed on Saturday's from 7a.m. to 7p.m. shall be accomplished on an as needed basis, determined

by a City of Brookhaven representative.

## **Safety**

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Protective gear such as hard hats, gloves, goggles, safety shoes, & vests will be worn at all times. Front end loaders shall be equipped with a Roll-over Protection System (ROPS) cab. Safety practices shall be in conformance with applicable local, state and federal regulations.

Prior to start of authorized work, the vendor shall block off or prepare the work area to prevent damage to all property. All vehicles and other equipment shall be removed from area to prevent any damage.

The contractor shall be responsible for pedestrian and vehicular safety, control, & signage within the work site. Any impact to city streets shall be coordinated with the Department of Transportation and approved by Director or Designee.

The work area shall be cordoned off and isolated for the safety of employees and passers- by.

If a vehicular accident does occur the vendor shall immediately notify the City of Brookhaven's Police Department of all accidents. The driver should not leave the scene until released by the police department. The city expects all claims to be reported or handled within 24 hours of the accident. All equipment, test instruments, and all associated test leads, cables, power cords, and probes and connectors shall be visually inspected for external damage prior to being used.

## **Working in Proximity to Electrical Hazards**

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**This section is taken from the American National Standard Institute Z-133.1 and OSHA requirements from the 29CFR 1910)**

Employees engaged in pruning, trimming, removing or clearing trees from lines shall be required to consider all overhead and underground electrical power conductors to be energized with potential fatal voltages, never be touched either directly or indirectly. This also applies to any ladders, platforms or aerial devices.

An inspection shall be made by the tree worker and the supervisor to determine whether an electrical conductor passes through the tree or passes within reaching distance of the tree worker before starting work.

Only a qualified line-clearance tree trimmer or qualified line clearance tree trimmer trainee shall be assigned to the work if it is found that an electrical hazard exists. (A qualified line clearance tree trimmer is a tree worker who through related training and on-the job experience is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree-trimming, and has demonstrated his ability to perform his duties safely at his level of training.

During all tree working operations aloft where an electrical hazard of more than 750 exist, there shall be a second employee or trainee qualified in the line clearance tree trimming within normal voice communication.

The standard shall be met for the minimum working distances for Line-Clearance Tree Trimmers and Line Clearance Trimmer Trainees when working in the proximity of electrical conductors as it can be subject to change during the length of the contract

## **Protection from Overhead and Underground Utilities**

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Tree trimming and removal operations may be conducted in areas where overhead electric, telephone and cable television exist. The vendor is responsible for protecting all utilities from damage, and must notify the utility if any damage is done. Should there be any damage the contractor is responsible for all claims due to his operation.

The contractor is also responsible for contacting the appropriate utility company for the location of any underground electric services which are in the work area and could be affected by the work being completed.

## **Tree Removal**

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The awarded contractor shall provide all labor, supervision, equipment, and transportation and overhead to perform tree removal and related services. The work must be completed in accordance with ISA and American National Standard Institute (ANSI) A300 standards.

Caution shall be taken to prevent limbs, branches, trunks, and specimen trees from falling and creating damage to adjacent homes, driveways, sidewalks, streets, and other property.

Limbs and branches that are larger than four (4) inches in diameter will be lowered down by use of a rope or other mechanical device.

Once tree removal has begun the contractor will have 3 business days to complete the task, unless previous arrangements have been made with the City, all debris and wood must be removed before leaving worksite.

All remaining debris and wood that is removed from the worksite shall be taken to a licensed landfill or as otherwise required by law.

## **Stump Grinding**

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Stump grinding is required if it causes public safety issues or at the request of the City.

The stump grindings are to remain on site, when specified by the City.

## **Pruning**

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All pruning should be done in accordance with the last version of the ANSI 300 and Z.133.1. To ensure that the standards are met the vendor shall provide an ISA certified arborist on site.

Practices that aren't allowed include: topping, lions tailing, the peeling or tearing of bark. Climbing spurs aren't allowed unless limbs are more than throwline distance apart, and there is no other means of climbing the tree. Also the bark has to be strong enough to prevent damage from happening. When pruning a tree attention shall be taken to make sure nearby trees are affected as little as possible.

Pruning objectives shall be established prior to starting the job, it should account for growth circles, crown structure, species, characteristics, and condition of the tree.

The goal for pruning is to reduce risk: falling branches, structural defects, disease, and pest. Pruning is also done provide clearance, increase light levels, and reduce wind resistance.

Pruning should also be done for aesthetic appearances, restoration, espailier, and to reduce the height and spread of the tree.

Trees will be pruned to avoid conflict with vehicular or pedestrian traffic and will not be allowed to interfere with gutters, facilities, site lighting, security cameras or signage. Trees must be kept off fire hydrants, signs, walls, sitting areas, walkways, driveways, and fences.

To facilitate the pruning of a tree any kudzu, poison ivy, english ivy, wisteria, and other vines shall be removed.

No more than 25% of the foliage or crown should be removed within an annual growing season.

All remaining debris and wood that is removed from the worksite shall be taken to a licensed landfill or as otherwise required by law.

## **Offeror Qualifications**

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**City's Right to Investigate:** The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

**Offeror Informational Requirements:** In determining the capabilities of an offeror to perform the services specified herein, the following informational requirement(s) must be met by the offeror.

**Georgia Contractors License Prequalification:** Offeror shall provide a copy of their current Certificate of Qualification or Certificate of Registration. (If required)

**References:** Offeror shall provide a list of references for the last four (4) clients/projects of the same general size and scope that is proposed in this ITB which the offeror has been awarded. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Note that the reputation of the Offeror regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award of contract and lack thereof is grounds for bid rejection.

## **TERMS AND CONDITIONS**

The City of Brookhaven Terms and Conditions are set forth below. Offerors should notify the City of Brookhaven of any Terms and Conditions that either preclude them from responding to the ITB or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's ITB response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Brookhaven reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

### **Additional Contract Provisions and Terms**

This ITB, including all ITB documents and any addenda, the Offeror's bid, including any amendments, any clarification question responses, and any negotiations shall be included as part of the contract upon award. In the event of a dispute as to the duties and responsibilities of the parties under the contract, the contract, along with any attachments prepared by the City of Brookhaven, will govern in the same order of precedence as listed in the contract.



### Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City of Brookhaven and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City of Brookhaven reserves the right to withdraw or cancel the award of the ITB.

### Contract Term

The contract term for this bid shall be for one (1) year with an automatic renewal for two (2) additional years.

### Contract Termination

The City may terminate, by written notice to the Offeror, any resulting contract without cause. The City must give notice of termination to the Offeror at least **30 days** prior to the effective date of termination.

### General Insurance

The Offeror shall provide the City of Brookhaven with a certified copy of each of the policies or binders to the address listed under *Section 1.1* indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Brookhaven representative named in the contract. A renewal policy or certificate shall be delivered to the City of Brookhaven at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Brookhaven as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Brookhaven, the Offeror shall deliver to the City of Brookhaven representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Brookhaven is additionally insured.

### **Statutory Workers' Compensation Insurance:**

Employers Liability:

- ☐ Bodily Injury by Accident \$100,000 each accident
- ☐ Bodily Injury by Disease \$500,000 policy limit
- ☐ Bodily Injury by Disease \$100,000 each employee

### **Comprehensive General Liability Insurance:**

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
- (b) Products/Completed Operations Insurance
- (c) Broad Form Property Damage
- (d) Personal Injury Coverage

### **Comprehensive Automobile Liability Insurance:**

- (a) \$1,000,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

### **Excess Umbrella Liability Insurance:**

- (a) \$1,000,000 limit of liability
- (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

The City of Brookhaven, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained

pursuant to this Contract in connection with liability of the City of Brookhaven and their affiliated companies and their officers, directors and employees arising out of Offeror's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and non-contributory and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancellable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Offeror's insurer(s) under this additional insured provision. Additional Insured should read: The City of Brookhaven 4362 Peachtree Road Brookhaven, Georgia 30319.

#### Policy on Hiring Non-Resident Aliens:

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300 Page 9.10-1 of the Rules of the Georgia Department of Labor, and the Offeror certifying to the City that it, and each of its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, Offerors, or subcontractors. Offeror may be suspended, terminated, or debarred if it is determined that the Offeror has made false certification or that the Offeror has violated such certification by failure to carry out this requirement.

#### Compliance

The Offeror must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Offeror subjects subcontractors to the same provision. The Offeror agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

#### Drug-Free Workplace

If Offeror is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

#### Penalties:

Offeror may be suspended, terminated, or debarred if it is determined that:

- The Offeror has made false certification hereinabove; or
- The Offeror has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

#### Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Department Head. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for the Offeror, either as employees or subcontractors, unless the City of Brookhaven agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Brookhaven at its sole discretion. Verbal agreements to the contrary will not be recognized.

#### Invoicing and Payment

Payments shall be made according to invoice. The prices quoted shall be firm throughout the contract term. The City reserves the right to cancel this contract by giving the Vendor thirty (30) days written notice. The City of Brookhaven agrees to pay the Offeror in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of work and acceptance of the items, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed. When all

Work is completed and final acceptance has been approved by the City, the Offeror may invoice for the amount retained.

The City will process approved payment requests under this project to the awarded Offeror. Payment to subcontractors and suppliers is the responsibility of the awarded Offeror. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

Brookhaven Finance Department  
4362 Peachtree Road  
Brookhaven, GA 30319

Upon receipt of invoice and inspection and acceptance of the items, the City of Brookhaven will render payment. All such invoices will be paid within thirty (30) days by the City of Brookhaven unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation. Successful Offeror(s) must provide the City with a completed and signed W-9

#### **Taxes**

No sales tax will be charged on any orders.

#### **Deliveries**

In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address is:

City of Brookhaven  
4362 Peachtree Road  
Brookhaven, Georgia 30319

No freight or postage charges will be paid by the City of Brookhaven unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the project site. Offeror shall transfer and deliver to the department named all of the goods and/or services described in this bid for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

#### **Appendix A – Standard Forms**

This section contains the forms necessary to ensure compliance with various laws as described within this ITB. Please complete, sign, and return the entire ITB packet, including but not limited to each of the following forms with the bid submittal:

- Cost Bid Form
- References
- Corporate Certificate
- Bid Price Certification
- Scope of Project/Specifications
- E-verify Affidavit

# COST BID FORM

**TO: BUYER OF RECORD**  
**CITY OF BROOKHAVEN**  
**BROOKHAVEN, GEORGIA 30075**

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Brookhaven, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

## **ITB 16-036 TREE CUTTING SERVICES**

The Bidder has carefully examined and fully understands the Contract, Specifications, Plans, and other documents hereto attached, has made a personal examination of the Scope of Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Brookhaven in full conformance with the Contract Documents.

It is the intent of this Bid to include all items of scope of work and all Work indicated called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**Bidder must check and initial applicable blank below:**

**Bidder affirms that specifications are exactly met:**

Yes \_\_\_\_\_ No \_\_\_\_\_

**ANY DEVIATION FROM SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY BIDDER.**  
**Bidder will explain exact particulars where bid does not meet exactly the specification if “No” is checked above.** \_\_\_\_\_

If this bid shall be accepted by the City of Brookhaven and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten (10) days from the date of Notice of Award of the Contract, then the City of Brookhaven may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Brookhaven as liquidated damages.

Bidder agrees that the provisions of the City of Brookhaven Purchasing Manual are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. However, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.

Bidder agrees that from the date this Invitation to Bid is issued until an award is made, bidders **are not allowed to communicate with any staff or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the bidder from further consideration. Contact information for the single point of contact is as follows:

Buyer: Tyra Little  
 Address: 4362 Peachtree Road  
 Brookhaven, GA 30319  
 Telephone Number: 404-637-0500  
 E-mail Address: [purchasing@Brookhavenga.gov](mailto:purchasing@Brookhavenga.gov)

**Bidder has carefully examined the Bidding Documents entitled:  
 ITB 16-036 TREE CUTTING SERVICES  
 Bid Due Date: March 3, 2016;**

Acknowledges receipt of the following addenda numbers and dates, if any:  
 \_\_\_\_\_;

And has examined the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials called for by them for the Base Bid Work, in accordance with said documents, for a lump sum amount:

Proposal		
Item	Description of Item	Unit Price
1	Tree Removal 0" to 5" (DBH)	\$
2	Tree Removal 6" to 10"(DBH)	\$
3	Tree Removal 11" to 15"(DBH)	\$
4	Tree Removal 16" to 20" (DBH)	\$
5	Tree Removal 21" to 25" (DBH)	\$
6	Tree Removal 26" to 30" (DBH)	\$
7	Tree Removal Greater than 31" (DBH)	\$
Item	Description of Item	Hourly Rate
8	Hourly Rate for Crane Rental (If Required)	\$
9	Response time (In days or weeks' Time Frame)	
Item	Description of Item	Unit Price
10	Emergency Tree Removal 0" to 5" (DBH)	\$
11	Emergency Tree Removal 6" to 10"(DBH)	\$
12	Emergency Tree Removal 11" to 15"(DBH)	\$
13	Emergency Tree Removal 16" to 20" (DBH)	\$
14	Emergency Tree Removal 21" to 25" (DBH)	\$
15	Emergency Tree Removal 26" to 30" (DBH)	\$
16	Emergency Tree Removal Greater than 31" (DBH)	\$

Item	Description of Item	Hourly Rate
17	Hourly Rate for Crane Rental during Emergency Situations (If Required)	\$
18	Response time (In Hours)	
Item	Description of Item	Hourly Rate
19	Chipping Services	\$
Item	Description of Item	Hourly Rate
20	Pruning Limbs	\$
Item	Description of Item	Hourly Rate
21	Stump Grinding	\$
Item	Description of Item	Hourly Rate
22	Arborist Consultation for Maintenance and Preventative Care	\$

Bidder further declares that the full name and business address of Bidder’s Principal is as follows:

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_

Bidder \_\_\_\_\_ (Seal)

Company Name

Bidder Mailing Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## REFERENCES

### REFERENCES:

**REFERENCES:** Please provide the City with the last five (5) clients of similar size and scope. You may submit your standard list of references as opposed to using this form, but you still need to complete and sign at the bottom.

#### REFERENCE # 1

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Email Address (required): \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

#### REFERENCE # 2

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Email Address (required): \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE # 3**

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Email Address (required): \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE # 4**

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Email Address (required): \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Offeror on the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Offeror, was then (title) \_\_\_\_\_ of said Corporation; that said bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Seal)

## BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred eighty (180) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY\_\_\_\_\_

ADDRESS\_\_\_\_\_

AUTHORIZED SIGNATURE\_\_\_\_\_

PRINT NAME\_\_\_\_\_

## E-Verify Affidavit

### Contractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **City of Brookhaven**, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

**City of Brookhaven, Georgia**

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_